

Notwithstanding any other provision of Part 76 of the FCC Cable Television Regulations, a Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, state, or franchising authority on the transaction between a Grantee and the Subscriber.

c. Billing.

I. Bills will be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits.

ii. In case of a billing dispute, a Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

d. Refunds. Refund checks will be issued promptly, but no later than either:

I. The customer's next billing cycle following resolution of the request, or thirty (30) days, whichever is earlier, or

ii. The return of the equipment supplied by a Grantee if service is terminated.

e. Credits. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(b) Nothing in this Section shall be construed to prevent or prohibit:

- (1) A Franchising Authority and a Grantee from agreeing to customer service standards that exceed the FCC customer service standards;
- (2) The Franchising Authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (3) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the FCC customer service standards.

**Section 32. Consumer protection.**

- (a) In the event of a Service Interruption, the following standards for Subscriber credits shall be applied by the Grantee:
  - (1) If a Subscriber experiences a Service Interruption totaling four (4) hours or more on one (1), two (2), or three (3) days in any calendar month, then the Grantee shall provide a credit to that Subscriber equal to one-thirtieth of one month's total fees paid by that Subscriber for each day on which such a Service Interruption occurs; provided, however, that such credit shall not apply to a Subscriber disconnected because of non-payment or excessive signal leakage. Such credit shall be provided by the Grantee automatically upon notice from that Subscriber of such Service Interruption, regardless of whether that Subscriber requests a credit.
  - (2) If a Subscriber experiences a Service Interruption totaling four (4) hours or more on four (4) or more days in any calendar month, then the Grantee shall provide a credit to that Subscriber equal to one (1) month's total fees paid by that Subscriber; provided, however, that such credit shall not apply to a Subscriber disconnected because of non-payment or excessive signal leakage. Such credit shall be provided by the Grantee automatically upon notice from that Subscriber of the fourth such Service Interruption, regardless of whether that Subscriber requests a credit.
- (b) A Grantee may not impose a late, administrative or other fee on a customer for non-payment of a bill only in accordance with statutory provisions or judicial decisions.
- (c) The Grantee shall provide advance written or other notice to residents when performing scheduled system construction in the public easements, utility easements, or otherwise on the residents' private property. Said notice may utilize door hangers, letters, bill stuffers, or personal communications from a Grantee representative to a resident. Further, a Grantee shall use its best efforts to notify residents when performing non-scheduled system construction, including unanticipated work associated with a Service Call or Service Interruption.
- (d) Identification of customer service representatives and technicians:
  - (1) Identification of telephone representatives: Upon telephone contact by a customer, customer service representatives of the Grantee shall identify themselves by first name. Technicians representing the Grantee or his contractors or subcontractors shall wear a company uniform, or display upon request, a bona fide company identification badge.

- (2) Identification of service representatives: Technicians of the Grantee and its contractors or subcontractors shall identify vehicles used for technical services with the name of the Grantee or contractor or subcontractor of the Grantee. Where practicable, vehicles belonging to the contractor or subcontractor shall also be identified with the Grantee's name located in a conspicuous place and manner. The type of identification need not be of a permanent nature.
- (e) A Grantee shall issue the Subscriber a refund for any amount due to the Subscriber at the time of the termination of Cable Service. The Grantee shall refund the Subscriber in the form of a refund check. Refund checks shall be issued promptly, but no later than either the customer's next billing cycle following resolution of the request, or thirty (30) days, whichever is earlier, or the return of the equipment supplied by the Grantee if service is terminated.
- (f) In the event that a Grantee leases accessory equipment for receiving Cable Service:
  - (1) A Grantee may assess a reasonable deposit for the acquisition of Cable Service by a Subscriber, and for the rental of Converter box, remote control, and related equipment necessary for the reception or interdiction of Cable Service.
  - (2) Upon the termination of Cable Service by the Subscriber and return of Converter boxes, remote control units, and related equipment in reasonable condition, deposits for said service and equipment shall be returned to the Subscriber within thirty (30) days of the date that the equipment supplied by the Grantee is returned.
- (g) A Grantee shall adhere to the following Installation standards:
  - (1) A Subscriber shall have the option to connect a standard Subscriber Drop to the Dwelling Unit by either:
    - a. Connection of the aerial drop to the Dwelling Unit at a minimum of twelve (12) feet above ground level; or
    - b. Attachment of the drop to the side of the utility pole and buried from the base of the utility pole to the Dwelling Unit.
- (h) A Subscriber shall have the ability to disconnect service at any time at no charge. The Grantee shall cease charging for the Subscriber's service on the date that service is terminated.
- (i) A Grantee shall be subject to the following Complaint procedures:

- (1) As Subscribers are connected or reconnected to the system, the Grantee shall, by appropriate means such as a card or brochure, furnish information concerning the procedures for making inquiries or Complaints, including the name, address and telephone number of the management personnel of the Grantee's Cable System operations to whom such inquiries or Complaints are to be addressed.
- (2) When there have been similar Complaints made, or where there exists other evidence, which, in the judgment of the City, in consultation with the Grantee, casts doubt on the reliability or quality of Cable Service, the City shall have the right and authority to require the Grantee to test, analyze and report on the performance of the system. The Grantee shall fully cooperate with the City in performing such testing and shall prepare results and a report, if requested, within thirty (30) days after notice. Such report shall include the following information:
  - a. The nature of the Complaint or problem that precipitated the special tests; and
  - b. The system component(s) tested; and
  - c. The equipment used and procedures employed in testing; and
  - d. The method, if any, in which such Complaint or problem was resolved; and
  - e. Any other information pertinent to the tests and analysis which may be required.
- (3) If, after receiving Grantee's report, and after the Grantee has completed any corrective action identified in the report, the City determines that reasonable evidence still exists of inadequate Cable System performance, then the City may enlist an independent engineer at Grantee's expense to perform tests and analysis directed toward such suspected failures to meet the requirements of this Ordinance. Grantee shall cooperate and permit such testing.
- (4) The City shall require tests, analysis and reports covering specific subjects and characteristics based on Complaints or other evidence only when the City has reasonable grounds to believe that the Complaints or other evidence require that tests be performed to protect the public against Cable Service which has significantly degraded video and/or audio quality.
- (j) The Grantee shall keep a monthly service log which indicates the nature of each service Complaint received during the past twenty-four (24) months, the date and time each Complaint was received, the disposition of each Complaint, and the time and date thereof. This log shall be sent to the City monthly upon request.

- (k) The City or other designated agent of the City shall have the authority to investigate Complaints tendered by Subscribers to the City.
- (l) When the City or other designated agent of the City refers a Complaint from a Subscriber to a Grantee for resolution, a Grantee shall investigate such Complaint within two (2) working days from the date of a Grantee's receipt of such referral. A Grantee's investigation shall include contact to the Subscriber where possible, and a written response to the City, with a copy to the City's designated agent if the Complaint is referred from that source. At the discretion of the City, the referral may be sent to the Grantee in writing on a form to be provided by the City or other designated agent of the City. In such case, the resolution response shall be provided on the form provided by the City or other designated agent of the City. Upon completion of investigation of an unresolved Subscriber Complaint, the City, in accordance with a Franchise Agreement, shall provide to a Grantee notice and an opportunity to cure any error, deficiency, or violation of the Franchise Agreement or this Ordinance found in the course of such investigation.
- (m) If a Grantee's response to the Complaint is not satisfactory to the complainant, the complainant shall be referred to a Grantee's appropriate Cable System management personnel as referred to in Subsection (i)(2) hereinabove. Grantee's management shall make a good faith effort to reach resolution of the Complaint and shall notify the City and copy the designated agent of the City in writing of its effort to resolve the Complaint. If a Grantee's Cable System management cannot resolve the Complaint, a Grantee shall provide the name, address, and telephone number of the appropriate management personnel at the next level of operations.
- (n) The Grantee shall provide a copy of the Customer Service Standards included in this Section to every Subscriber via a bill insert at least once every calendar year. The Grantee shall also provide a copy of these Customer Service Standards to every new customer within thirty (30) days of connection.

**Section 33. Continuity of service mandatory.**

- (a) In the event of revocation of a Franchise, expiration of a Franchise, or transfer of a Franchise between the existing Grantee and a successor Grantee, the existing Grantee shall continue to provide Cable Service to its Subscribers for a reasonable period of time in the same manner and with the same types of programming, customer service, and repair capabilities under the same terms and conditions as provided by a Franchise Agreement and this Ordinance prior to the change in the status of the Franchise.
- (b) If there is a change of Franchise, or if a new Cable Operator acquires the Cable System, the Grantee shall cooperate with the City, new franchisee and operator in maintaining continuity of service to all subscribers. During such period, the Grantee shall be entitled to the revenues for any period during which it operates the system.

ATTACHMENT B

SECTION 42: Installation, Maintenance and Complaint Procedure

A. Original Installation. The Franchisee shall fill all requests for installation of cable system service within thirty (30) days after the date of such request. A record of all such requests shall be kept until the next scheduled performance evaluation session required under Section 8 (Performance Evaluation Meetings) of this Agreement. Copies of such records shall be available for public inspection at the local office of the Franchisee during regular office hours; provided, however, that such publicly available copies shall be suitably modified to prevent public disclosure of the identity or address of individual subscribers or users.

B. Notice of Complaint Procedures. The Franchisee shall furnish each subscriber at the time service is installed written instructions that clearly set forth procedures for placing a service call or requesting a billing adjustment. The Franchisee shall also employ an operator or maintain a telephone answering service, with a local exchange, twenty-four (24) hours per day, each day of the year, to receive subscriber and user complaints and to dispatch assistance in the case of any emergency or any system malfunction affecting a number of subscribers or users.

C. Complaints and Service Calls. The Franchisee shall promptly respond to all complaints and service calls and correct any failure in its service without delay and, at a minimum, shall respond within two (2) hours to any complaint or service call involving a security system malfunction and its service personnel shall attend to such malfunction continuously until corrected. Any other repairs necessary to correct a malfunction of the system shall be made within twenty-four (24) hours of the time the Franchisee learns of the malfunction, or before 6 p.m. on the day after it learns of the malfunction, whichever is sooner. The Franchisee shall establish and maintain a professional and technical staff and repair service capable of providing the levels of service herein required.

The Franchisee shall keep a record of all complaints and service calls received. Such record shall include copies of all written complaints and service calls and complete reports concerning all oral complaints and service calls showing when such call was received, the complaint made, and when and what corrective action was completed in response to said call. Such record shall also include a log of the nature, time, duration and probable cause of all system failures reported to or discovered by the Franchisee. A copy of such record shall be available for public inspection at the Franchisee's local office during normal business hours; provided, however, that such publicly available copy shall be suitably modified to prevent disclosure of the identity or address of individual subscribers or users. A summary of such records shall be prepared by the Franchisee and submitted to the City monthly, beginning twelve (12) months after service is provided to the first subscriber.

D. Rebates Required. If repairs are not made within the times specified in Subsection (C) hereof, the Franchisee shall give a rebate to any affected subscriber or user equal to ten (10) percent of the subscriber's or user's monthly bill for each day or fraction thereof in excess of the relevant time period during which the malfunction goes uncorrected.

E. Customer Service Offices. The Franchisee shall maintain at least one (1) customer service offices at either St. Charles, Illinois, or Geneva, Illinois. Each such office shall be open and accessible to the public with adequate telephone service during normal business hours for the purpose of receiving subscriber and user complaints and inquiries, responding to requests for information about cable service, dispensing cable program guides and transacting other cable system business. Such offices shall maintain regular business hours which are compatible with municipal norms.

F. City Action on Unresolved Complaints. The City shall have the right to investigate any subscriber or user complaint or request for adjustment and to order such corrective action as shall be appropriate. The City may require the Franchisee to

establish rules and procedures regulating complaint resolution.

G. Service Interruptions. The Franchisee shall not interrupt service on its cable system after 7 a.m. and before 1 a.m. except for good cause and for the shortest time possible and, except in emergency situations, only after cablecasting notice of such service interruption at least twenty-four (24) hours in advance of the interruption. Service may be interrupted between 1 a.m. and 7 a.m. for routine testing, maintenance and repair on any day except Saturday, Sunday or a legal holiday; notice of such interruption shall be cablecast at least twenty-four (24) hours in advance of the interruption.



## SECTION 20: Public Relations

Upon receiving approval from the City of the strand map to be submitted in accordance with Section 18 (Installation, Construction Schedules, Plans, Maps and Reports) of this Agreement, the Franchisee shall deliver to the owner or occupant of every building in the City a brief explanation of the type and scheduling of work to be done in the City, the type of damage and disruption that may be necessary during the construction of its cable system, the Franchisee's restoration obligations and the procedures for receipt and resolution of complaints during construction.

In addition: (a) where the Franchisee desires to undertake construction or installation under authority of any easement or right-of-way, the Franchisee shall obtain the consent of the property owner or agent prior to proceeding with any disruption of shrubs, trees, or sod under the control of such property owner or agent, and in any case not later than five (5) days prior to such construction; (b) all employees or agents of Franchisee shall, when working within the City, wear uniforms indicating the name of Franchisee or carry with them identification showing Franchisee as their employer; and (c) Franchisee shall give the City, through the office of the Mayor, written notice at least five (5) days prior to the undertaking of any activity upon any public ways or private property within the City.

All citizen questions, comments, and complaints regarding easements and construction shall be handled by a General Supervisor appointed by the Franchisee to oversee all construction activities for the City. The Franchisee shall provide the General Supervisor with adequate office facilities and an efficient telephone system with a non-toll local telephone number during the period of construction for accepting complaints and inquiries from City staff, residents, and property owners. The telephone shall be manned during regular business hours for the duration of cable system construction.

The General Supervisor shall maintain a log showing (a) the date and time that each complaint is received, (b) a summary of each complaint, and (c) the date and manner of disposition of each complaint. A copy of this log for the preceding two weeks shall be submitted to the City along with the submissions referred to in Section 19(D) (Coordination With City's Representative) of this Agreement.

**Section 13. System construction.**

**(a) Initial Franchises - Required Documents and Construction Schedule**

- (1)** Upon accepting a Franchise, a Grantee shall, within sixty (60) days, file the documents required to obtain all necessary federal, state, and local licenses, permits, and authorizations required for the conduct of its business, and shall submit monthly reports to the City Council on progress in this respect until all such documents are in hand. Failure of the Grantee to pursue all necessary steps to secure the aforementioned authorizations with due diligence shall constitute a violation of this Ordinance.
- (2)** Franchise applications shall include a schedule for construction of the Cable System, including a timetable for commencement of Cable Service to Subscribers. Said schedule shall be incorporated into the Franchise Agreement and shall be enforceable as to the Grantee under the provisions of this Ordinance.
- (3)** Within ninety (90) days after accepting a Franchise, the Grantee shall furnish the City a copy of the preliminary engineering drawings and an operating construction schedule setting forth target dates by areas for construction activity. The drawings and schedule shall be updated whenever substantial changes become necessary.
- (4)** Every two (2) months after the start of construction, or more frequently if requested by the City, the Grantee shall furnish the City Council a report on progress of construction until complete. The report shall include a map that clearly defines the areas wherein Cable Service to Subscribers is available.

**(b) New construction timetable.**

- (1)** Within two (2) years from the date of the award of an initial Franchise, the Grantee must make Cable Television Service available to every Dwelling Unit within the Franchise Area.
  - a.** The Grantee must make Cable Television Service available to at least 20 percent (20%) of the Dwelling Units within the Franchise Area within six (6) months from the date of the award of the Franchise.

- b. The Grantee must make Cable Television Service available to at least 50 percent (50%) of the Dwelling Units within the Franchise Area within one (1) year from the date of the award of the Franchise.
  - (2) The Grantee, in its application, may propose a timetable of construction which will make Cable Television Service available in the Franchise Area sooner than the above minimum requirements, in which case said schedule will be made part of the Franchise Agreement, and will be binding upon the Grantee.
  - (3) Any delay beyond the terms of this timetable, unless specifically approved by the City, will be considered a violation of this Ordinance for which the provisions of Section 43 shall apply, as determined by the City.
  - (4) In special circumstances and for good cause shown by the Grantee, the City, in the exercise of its sole discretion, may waive 100 percent (100%) completion within the two-year time frame, provided that substantial completion is accomplished within the allotted time frame, substantial completion to be not less than 95 percent (95%). Justification for less than 100 percent (100%) must be submitted subject to the approval of the City.
- (c) Line extensions:

Following completion of construction within the Franchise Area, each Grantee shall extend its Cable System and make Cable Service available to areas newly annexed by the City which do not yet receive Cable Service as follows:

- (1) Along Public Streets or parts of Public Streets of newly annexed areas, beginning at the boundary of the prior Franchise Area or at any trunk or feeder line extension beyond the prior Franchise Area within one (1) month after any such Public Street reaches a minimum density of twenty (20) Dwelling Units per street mile, and,
- (2) Concurrently with the installation of utility lines to newly annexed developing areas having a planned minimum density of twenty (20) Dwelling Units per street mile, which lie contiguous to the boundary of the prior Franchise Area or at the end of any trunk or feeder line extensions beyond the prior Franchise Area.
- (3) Any Grantee, in its new or renewal application or proposal, may propose a line extension policy which will result in serving more residents of the newly annexed areas of the City than as required above, in which case, the Grantee's proposal will be incorporated by reference in the Franchise Agreement, and will be binding on the Grantee.

- (4) A Grantee shall extend and make Cable Television Service available to any isolated resident outside the initial service area requesting connection at the standard connection charge, if the connection to the isolated resident would require no more than a standard one hundred twenty-five (125) foot drop line.
  - (5) In areas not meeting the requirements for mandatory extension of service, the Grantee shall provide, upon the request of a potential Subscriber desiring service, an estimate of the Grantee's costs required to extend service to the subscriber. The Grantee shall then extend service upon request of the potential Subscriber. The Grantee may require advance payment or assurance of payment satisfactory to the Grantee. In the event the area subsequently reaches the density required for mandatory extension, such payments shall be refunded to the Subscriber.
- (d) Undergrounding.
- (1) All installations shall be underground in those areas of the City where utilities providing both telephone and electric service are underground, except as otherwise specifically approved in advance by the City. In areas where either telephone or electric facilities are aboveground at the time of installation, the Grantee may install its service aboveground, provided that at such time those facilities are required to be placed underground by the City or are placed underground, the Grantee shall likewise place its services underground without additional cost to the City or to the individual Subscriber so served within the City. Where not otherwise required to be placed underground by this Ordinance, the Grantee's system shall be located underground at the request of the adjacent property owner, provided that the excess cost over aerial location shall be borne by the property owner making the request. Such underground installation shall be constructed to the maximum extent with the then existing technology and in accordance with all City codes, ordinances, and State statutes.
  - (2) In cases of new construction or property development where utilities are to be placed underground, all Cable System facilities also shall be placed underground. If the Grantee receives notice of such new construction or property development, including the date on which open trenching is available for the Grantee's work (the "Notice"), then the Grantee shall provide, to the developer or property owner and to the City, the specifications for its trenching and the Grantee shall install its conduit, pedestals and vaults, and laterals within twenty-four (24) hours after the trenches first become available to the Grantee for such work, unless weather conditions prohibit such trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; provided, however, that if the Grantee fails to install its conduit, pedestals and vaults, and laterals within said twenty-four (24) hours, then the cost of any new trenching, and easements if necessary, shall be borne by the Grantee.

The Notice may be given to the Grantee at the address stated in the Franchise Agreement or to the local general manager or system engineer of the Grantee. Written or oral notice from the developer, property owner, or City shall be sufficient to qualify as the Notice.

(e) Property Restoration

- (1) In the event of disturbance of any Public Street or Public Way, private property or improvement on either of them by the Grantee, it shall, at its own expense and in a manner approved by the City Council or other appropriate governmental authority and the owner, replace and restore such Public Street, Public Way, private property, or improvement in as good a condition as before the work causing such disturbance was done. In the event that the Grantee fails to perform such replacement or restoration within thirty (30) days to the reasonable satisfaction of the City, the City Council shall have the right to undertake remedial restoration activities at the Grantee's cost, with such costs to be chargeable against the Security Fund required of the Grantee hereinbelow. Where the Grantee has failed to replace or restore private property, replacement or restoration shall be at the sole expense of the Grantee. Demand for payment to the owner for such replacement shall be in writing.
- (2) Whenever, in case of emergency, it becomes necessary in the judgment of the City Administrator, Chief of Police or Fire Chief, to remove or damage any of the Grantee's facilities, no charge shall be made by the Grantee against the City for restoration or repair.

(f) Movement of Buildings.

At the request of any Person holding a valid building moving permit issued by the City or other appropriate government authority and upon at least forty-eight (48) hours notice, the Grantee shall temporarily raise, lower, or cut its wires as may be necessary to facilitate such move. The direct expenses of such temporary changes, including standby time, shall be paid to the permit holder, and the Grantee shall have the authority to require payment in advance.

(g) Removal of Vegetation.

- (1) The Grantee shall not remove any tree or trim any portion, either above, at or below ground level, of any tree within any public place without the prior consent of the City. The Grantee shall provide notice to any affected residents at the same time that the Grantee applies to the City for consent to perform tree trimming. The City shall have the right to do the trimming requested by the Grantee at the cost of the Grantee.

Regardless of who performs the work requested by the Grantee, the Grantee shall be responsible, shall defend and hold City harmless from any and all damages to any tree as a result of trimming, or to the property surrounding any tree, whether such tree is trimmed or removed.

- (2) The Grantee shall not cut or trim any tree, shrub, or vegetation on private property without first obtaining written authorization from the property owner should the action take place on private property. Any such work shall be done at the Grantee's expense and shall be subject to the supervision and direction of the property owner.

#### **Section 14. Construction and technical standards.**

The following construction standards shall apply to all Grantees operating a Cable System within the Franchise Area:

- (a) Construction, installation and maintenance of the Cable Television System shall be performed in an orderly and workmanlike manner. All cables and wires shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.
- (b) The Grantee shall at all times comply with the most recent version adopted by the City of:
  - a. National Electrical Safety Code (National Bureau of Standards);
  - b. National Electrical Code (National Bureau of Fire Underwriters);
  - c. Applicable FCC or other federal, state and local regulations.
- (c) In any event, the System shall not endanger or interfere with the safety of persons or property in the Franchise Area or other areas where the Grantee may have equipment located.
- (d) Any antenna structure used in the System shall comply with construction, marking, and lighting of antenna structure, required by the United States Department of Transportation.
- (e) All towers, antennas, satellite receiving stations, and other exposed equipment, including Subscriber Drops and power supplies of Grantee used in the provision of Cable Service shall be properly grounded in accordance with the National Electrical Code and the National Electrical Safety Code.
- (f) All working facilities and conditions used during construction, installation and maintenance of the System shall comply with the standards of the Occupational Safety and Health Administration and the Illinois Department of Labor.

- (g) The Grantee regularly shall check radio frequency leakage at reception locations for emergency radio services to prove that no interference signal combinations are possible. Stray radiation shall be measured adjacent to any proposed aeronautical navigation radio sites to prove no interference to airborne navigational reception in the normal flight patterns. FCC rules and regulations shall govern.
- (h) The Grantee shall maintain equipment capable of providing standby power for Headend, node sites, transportation and trunk amplifiers for a minimum of four (4) hours.
- (i) Plans & Permits.
  - (1) Right to review; briefings.
    - a. The City and a Grantee shall follow the provisions of the Pole Attachment Ordinance, Ordinance No. 1982-M-53, as now or hereafter amended.
    - b. The City shall have the right to review the Grantee's construction plans and specifications prior to the commencement of any new construction to assure compliance with the standards specified in this Ordinance and to inspect all aspects of Cable System construction. The City shall not, however, be required to review or approve such plans and specifications or to make such inspections, and the City specifically disclaims such obligation. The Grantee shall be solely responsible for taking all steps necessary to assure compliance with such standards and to ensure that the Cable System is installed in a safe manner and pursuant to the terms and conditions of this Ordinance and the Franchise Agreement.
    - c. Before beginning new construction of, or on any part of, the Cable System, the Grantee's chief engineer or designated individual shall meet with the City Administrator or designated individual to explain the Grantee's construction plans and work program in detail. Similar briefings shall be held from time to time as deemed necessary by either the City or the Grantee until the work is completed.
    - d. If a property owner elects to allow construction and installation of wires, conduits, vaults, or other appurtenances of the Cable System on the owner's property, then the owner shall be required to grant the Grantee an easement, in form reviewed and approved by the City's attorney, allowing for such construction and installation. No construction or installation shall be granted without the Grantee first having obtained the easement along with written approval of the City, and that of the property owner.



- (2) The Grantee shall, within ninety (90) days after the completion date of Cable System construction, reconstruction, or upgrade, furnish to the City complete "as-built" plans of the Cable System and shall, thereafter, furnish to the City amendments to such plans within forty-five (45) days after completion of any extension or modification of the Cable System. If so requested by the Grantee, the City shall keep such as-built plans confidential to the extent allowable by law, and shall show such plans only to those employees, contractors or City officials who need to see them as a part of their responsibilities to the City, or pursuant to their J.U.L.I.E. responsibilities. In the event that the City implements a Geographic Information System (GIS), the Grantee shall provide "as-built" plans in an electronic format (such as Autocad) which is compatible with GIS software used by the City.
- (3) The Grantee shall obtain permits from the City before commencing any new construction of or within the Cable System, with specific permission being required for the opening or disturbance of any Public Street or Public Way within the City. The permit application shall include a plan drawn in sufficient detail to demonstrate to the City that the Cable System will be constructed in accordance with all applicable codes and ordinances. Where cable is to be installed on existing poles, the permit application shall include a drawing showing the existing poles and additional poles, if requested. No construction or other work relating to such facilities within the Public Streets or Public Ways of the City shall be commenced until the City shall have approved and issued a permit on the plans, specifications and methods for such work. Any such permit may be so conditioned or restricted as deemed necessary by the City to protect the public health and safety.
- (4) Without characterizing the violation of other provisions of this Ordinance, the failure to obtain said permits shall constitute a material violation of this Ordinance.
- (5) Before the commencement of new construction of, or on any part of, the Cable System, a Grantee shall become and remain a member of the J.U.L.I.E. system.
- (j) All work involved in the construction, operation, maintenance, repair, and removal of the Cable System, or any part thereof, shall be performed in a workmanlike manner using materials of good and durable quality. If, at any time, it is determined by the City or any other agency or authority of competent jurisdiction that any part of the Cable System, including without limitation any means used to distribute signals over or within the Cable System, is harmful to the health or safety of any Person, then the Grantee, at its sole cost and expense, shall promptly correct all such conditions. Any contractor, subcontractor, or other Person proposed to be employed for the installation, maintenance, relocation, or repair of Cable System equipment or facilities shall be licensed in accordance with applicable laws and shall be thoroughly experienced in the work for which he or she is retained.

- (k) Unless expressly provided otherwise in a Franchise Agreement, the Grantee shall at all times comply with any and all rules and regulations enacted or to be enacted by the City with reference to construction activity in Public Streets and Public Ways. All poles, wires, conduits, cables, equipment, pipes, appurtenances, structures, and other facilities of the Cable System shall be installed and located in compliance with all applicable City codes and ordinances and the applicable provisions of the Franchise so as to cause minimum interference with the rights and reasonable convenience of the general public, all as determined by the City in its sole and absolute discretion.
- (l) Excavation Work and Time Periods.
  - (1) No excavation on or in any Public Street, Public Way, public property or private property in the City permitted hereunder in connection with the installation of any Cable System facilities shall be made more than twenty - four (24) hours immediately before installation of such facilities. The Grantee may apply for a waiver in unusual circumstances.
  - (2) The Grantee shall notify the Director of Public Works at least seventy-two (72) hours before any excavation on or in any Public Street, Public Way, public property or private property so that the Director of Public Works will have the opportunity to inspect such excavation work. The Grantee shall notify owners of private property at least seventy-two (72) hours before any excavation on their private property.
  - (3) All excavations in lawns or grassy parkways shall be backfilled, tamped and restored with sod within thirty (30) calendar days in accordance with the applicable provisions of this Ordinance.
- (m) Location of Pedestals and Vaults.
  - (1) Pedestals and Similar Above Ground Appurtenances.
    - a. The City has determined that pedestals and similar aboveground appurtenances located on a Public Street or Public Way (other than in an alley or as provided in Paragraph c below) or on public property will adversely affect the appearance of the City and of the property therein and, accordingly, pursuant to Section 541(a)(2) of the Cable Act, the Grantee shall not under any circumstances install or locate a pedestal or any similar above ground appurtenance on any Public Street or Public Way (other than in an alley or as provided in Paragraph c below) or on any public property as a part of any new construction or any relocation or reinstallation.

- b. Pedestals or similar above ground appurtenances may be installed on private property only with the express, prior written consent and permission of the affected property owner or his or her authorized agent, or the duly elected or appointed representative of the affected property; provided, however, that such pedestals or above ground appurtenances shall comply with all applicable provisions of the City's Municipal Code.
  - c. Notwithstanding Paragraph b above, pedestals or similar above ground appurtenances may be installed within certain utility easements on private property without the consent or permission of the affected property owner provided that (i) the Grantee is lawfully authorized to use such utility easement pursuant to state or federal law; (ii) no such pedestal or similar above ground appurtenance may be installed unless, at the time of the desired installation, there exists within the utility easement , a similar above ground appurtenance of another utility company or entity; and (iii) the Grantee's pedestal or similar above ground appurtenance shall be located as close as is practicable to said existing above ground appurtenance.
- (2) Vaults. The Grantee shall not install underground vaults on any Public Street or Public Way after the effective date of a Franchise, except in accordance with and pursuant to the provisions of this subsection. All underground vaults shall be flush mounted with the surface of the land area.
- (n) The Grantee shall construct, install, operate and maintain its system in a manner consistent with all laws, ordinances, construction standards, governmental requirements, and FCC technical standards. In addition, the Grantee shall provide the City, upon request, a written report of the results of the Grantee's annual proof of performance tests conducted pursuant to Federal Communications Commission standards and requirements.

ATTACHMENT D

SECTION 18: Installation, Construction Schedules, Plans, Maps and Reports

A. Construction Schedule. Upon signing this Agreement, the Franchisee shall begin immediately to finalize the locations at which trunk and feeder cables will be installed. The City may assign personnel to assist the Franchisee in finding desirable locations for such facilities, in which event, however, the Franchisee agrees to reimburse the City for all costs associated with such personnel, including direct labor costs, reasonable overhead and fringe benefits.

Within sixty (60) days of its acceptance of this Agreement in accordance with the Cable Communications Ordinance, the Franchisee shall submit to the City for approval a construction schedule which sets forth a timetable showing planned commencement of construction in the City, scheduled activation of the Subscriber System and the Institutional Loop in accordance with Section 26 (System Activation) of this Agreement, and scheduled completion of the master trunk, distribution hubs and studio facilities. Said construction schedule shall be in substantial conformance with Schedule 1, attached hereto.

Within ninety (90) days of its acceptance of this Agreement, the Franchisee shall submit to the City, for its review and approval, two copies of a strand map showing the routing of all trunk and feeder cables. The strand map shall show clearly the location of all such cables that will be installed underground and all such cables that will be installed overhead, and a complete list, keyed to the map, of all Federal, State, or local licenses, permits, and other authorizations, including private easements, which must be obtained prior to installing any such cables and the status of each such application; such list shall be organized so as to permit coordination with the monthly reports required to be submitted. The strand map also shall divide the City into geographic areas and shall indicate the dates when installation of all trunk and feeder cables will begin and be completed in each such geographic area, as depicted at Schedule 1, which is attached hereto. The map and projected target dates shall be updated whenever substantial changes become necessary; provided, however, that no such change which would postpone the activation of the system as required by Section 26 (System Activation) of this Agreement or delay completion of the system as required by Article V, Section 1, of the Cable Communications Ordinance shall be permitted without the express approval of the City by

duly adopted resolution or ordinance and provided, further, that no change shall be made in violation of the dates set forth in the construction schedule required by Subsection A of this Section without such express approval.

Within two-hundred and ten (210) days of its acceptance of this Agreement, the Franchisee shall submit, to both the City and a technical consultant designated by the City, for their consideration and approval, plans showing design elements of the cable television system other than the routing of trunk and feeder cable. The submission referred to in this paragraph shall show the location of all permanent microwave transmission or receiving equipment, all satellite earth receive station facilities, and all other equipment and facilities to be constructed or installed permanently in connection with the subject cable communications system, and shall describe fully the technical specifications of all such equipment and facilities.

All reasonable costs incurred by the City for the services of technical consultants including, but not limited to, such technical consultants retained by the City's utility departments, in connection with its review of the submissions required by this Section, including labor, reasonable overhead and fringe benefits, shall be reimbursed by the Franchisee. Construction or installation of the facilities contained in these plans shall not begin until the City has formally approved the plans. For purposes of this Section, the City shall approve all documents required for submission by the Franchisee within thirty (30) working days of such submission, or shall grant a day-for-day extension in the time set for System Activation and system completion specified by Section 26 (System Activation) of this Agreement for each additional day required for such approval.

As used in this Section and throughout this Agreement, City approval of plans, documents, schedules, design elements or any other matter submitted to the City for such approval shall in no way be deemed to excuse, relieve or otherwise modify any obligations of the Franchisee under this Agreement or under the Cable Communications Ordinance nor shall such approval be construed as a finding by the City as to compliance with this agreement or the Cable Communications Ordinance or other laws, or as to the safety, efficiency or efficacy of the installation represented by such plans, documents, schedules or other matters.

C. Permit Applications. Within sixty (60) days of its acceptance of this Agreement, the Franchisee shall file all applications and documents required to obtain all necessary federal, state and local licenses, permits and other authorizations required for the conduct of its business and the construction of the required cable system and shall thereafter pursue all necessary steps to secure such authorizations with

due diligence and shall submit monthly reports to the City on the progress of such applications until all such documents are in hand. Such applications shall also include the name and 24-hour telephone number of the Franchisee's supervisor responsible for the permitted construction for cases of emergencies. Any construction permit so required must be accompanied by a set of engineering drawings drawn to a scale such that the following information is clearly depicted:

1. All existing public right-of-ways, easements, alleys, etc., with dimensions for same;
2. All existing public improvements including, but not limited to, streets, curbs and gutters, hydrants, sidewalks, manholes, utility poles, street and traffic control signs;
3. All existing public and private utility systems;
4. All proposed excavation and street openings, sidewalk and/or driveway removals, etc.;
5. All proposed tree trimming; and
6. Proposed locations of all cable facilities in place or to be installed.

#### SECTION 19: Construction Requirements and Standards

A. Installation of Cable Communications System Facilities. All aerial cables shall be black jacketed, except where the City has granted waiver on application by the Franchisee to install industry-standard aluminum sheathed cable. Only green above-ground pedestals or ground-level flush vaults shall be installed.

B. Permits and Payment of Costs. No construction within the streets, alleys, and other public ways and places of the City shall be commenced until written permits have been obtained from the proper officials of the City. In any permit so issued, such officials may impose any condition, restriction, or regulation that is necessary to ensure continuity in pedestrian and vehicular traffic, and to ensure proper restoration of such public ways and places and any structures located therein.

The rights granted hereunder to use the public ways of the City shall be deemed to be a license only, and shall terminate automatically upon the expiration, revocation, or other termination of this Agreement.

The City agrees to waive all permit fees which would otherwise be required in connection with the Franchisee's construction and installation of its cable system herein enfranchised. In consideration of such waiver, however, the

Franchisee agrees to reimburse the City for all direct costs which the City may incur in reviewing and approving plans required hereunder and in supervising and inspecting the construction and installation of the cable system. "Direct Costs" for the purposes of this paragraph shall include all out-of-pocket expenses for consulting personnel or special equipment as well as direct labor costs and reasonable overhead and fringe benefits for City employees performing such work.

C. Insurance and Cash Escrows or Letters of Credit. All policies of insurance, cash escrows and letters of credit required by Section 46 (Liability and Indemnification) of this Agreement shall be in full force and effect prior to, and evidence thereof shall be submitted at the time of, commencement of any construction. The cash escrows and letters of credit shall be in the form and shall contain the provisions specified in Exhibit D to this Agreement.

D. Coordination with City's Representative. Before beginning construction or installation of any cable television facilities, representatives of the Franchisee must meet with the City's representative to explain construction plans in detail, including the kind of work that will be engaged in and the number of crews that will be required. Such meetings shall be held from time to time as deemed necessary by either party to this Agreement until the cable television system is fully constructed. Every two weeks after the start of construction, until construction is complete, the Franchisee shall submit to the City a report on the progress of construction. The report shall include a map that clearly defines the areas wherein regular subscriber service is available. Franchisee shall provide, after completion of each phase of construction, four (4) "as built" plans of all facilities installed.

E. Expeditious Construction Pace Required. Construction and installation of cable communications facilities shall be initiated in accordance with the construction schedule submitted and approved as required by Section 18 (Installation, Construction Schedules, Plans, Maps and Reports) of this Agreement. Construction and installation shall proceed in the most expeditious manner possible.

F. Excavations. The Franchisee shall comply fully with all local ordinances if a street closing is necessary as a result of any off-street excavation.

The Franchisee shall notify the City's representatives at least seven (7) days prior to any such excavation for which a permit has been issued so that the representatives may make plans to inspect such excavation work. The Franchisee shall compensate the City for the time spent by the representatives or the Engineer for the City in making such inspections.

No excavation on public or private property permitted

hereunder in connection with the installation of Cable System facilities wires, cables, or other fixtures shall be made more than forty-eight (48) hours prior to installation of such facilities.

G. Tree Trimming. The Franchisee shall not cut or trim any tree, shrub or other vegetation on public property, without first obtaining the written authorization of the City, or the property owner, if on private property. Only personnel working under the direction of a Supervisor licensed by the State of Illinois shall be used to trim trees when such trimming is necessary in attaching wires, cables or other fixtures to poles. All trimming shall be in accordance with standard local horticultural practices, and no tree shall be trimmed until the wires, cables or other fixtures have first been attached to the poles in order to ensure that the tree is trimmed to the minimum extent necessary; provided, however, that trimming may proceed prior to such attachment if the City or owner of the property gives specific approval in writing. All tree trimming debris shall be removed from the work area on a daily basis in addition to a general clean-up of the work area.

The City reserves the right to require that tree trimming be done by City personnel or to require that all tree trimming be performed by a competent professional. Any such work shall be performed at the Franchisee's expense. All charges for tree trimming performed by City personnel shall be at customary and reasonable rates.

H. Protection of Work Areas. During construction, the Franchisee shall clearly mark and protect all work areas with barricades, flags, lights, signs, cones, or other similar protective devices at such times and places as are required by applicable ordinances and at such additional times and places as are reasonably required for the safety of all members of the public. Any such facilities placed in any public way by the Franchisee shall be placed and maintained in such a manner as not to interfere with the usual travel or other existing or projected uses of such public way.

I. Contractors and Subcontractors. Any contractor or subcontractor proposed to be employed for installation, maintenance, or repair of cable television system equipment or facilities located in the public way shall be licensed under the laws of the State of Illinois and all local ordinances, and shall be thoroughly experienced in the work for which the contractor or subcontractor is retained. All contractors and subcontractors shall be approved by the City prior to completion of contractual agreements.

J. Locating Existing Substructures. Before beginning any underground work, the Franchisee shall verify the locations of all existing underground structures, where necessary, by excavation; provided that, no such excavation shall take place



without first complying with the provisions of the Cable Communications Ordinance and other applicable City ordinances pertaining to such excavations. The City shall not be responsible for the accuracy of any maps showing the horizontal or vertical location of existing substructures and shall not be held liable for any damage or injury resulting from the Franchisee's failure independently to confirm the location of such substructures.

K. Use of Existing Facilities. The Franchisee shall utilize existing poles, conduits or other facilities whenever possible, and shall not construct or install any new, different or additional poles, conduits or other facilities on the public way or on privately owned property within the City unless and until the written approval of the City and, if necessary, of the property owner is obtained. Such approval shall not be unreasonably withheld by the City.

L. Installation of Underground Fixtures. All cable system installations shall be underground in those areas of the City where public utilities providing both telephone and electric service are underground at the time of installation. In areas where electric facilities are above ground at the time of installation, the Franchisee may install its system above ground, provided that at such time as such utility facilities are required to be placed underground by the City or are placed underground, the Franchisee shall likewise and at the same time reinstall its system underground without additional cost to the City or to the individual subscribers affected by such reinstallation. Where not otherwise required to be placed underground by this Agreement, the Franchisee's system shall be located underground at the request of any adjacent property owner, provided that the excess cost over aerial installation shall be borne by the property owner making the request. Franchisee further agrees that it shall install the super trunk underground from the intersection of State Route 38 and the Kane/DuPage County line West along said Route 38 to East Side Drive.

All wires, cables, and other fixtures, except drop cables, installed underground shall be buried to a depth of at least sixteen (16) inches, except wires and cables installed underneath public streets, which shall be buried to a depth of at least twenty-four (24) inches. The drop cables will be buried to a depth of at least nine (9) inches.

#### 1. Under Public Property

All wires and cables installed under public driveways, sidewalks, streets, and other public paved areas shall be enclosed within conduit, and such fixtures shall be installed by utilizing a ground-boring or direct pushing technique, rather than an excavation or some other technique.